

EXHIBIT 2



[100 Thruway Plaza Dr., Cheektowaga, NY 14225] • [716-989-0524]

www.planetfitness.com

MEMBERSHIP AGREEMENT

CLUB # 00117 DATE 11/10/2021 MEMBERSHIP # 0117-19302 EXPIRATION _____

Name Chris Oldacre Date of Birth 10/02/1973

Address 6016 Broadway St Apt1 City Lancaster State NY Zip 14086

Cell Phone (716) 730-0054 Home Phone (716) 730-0054

Email Address oldacres@live.com How did you hear about us? BC Guest

Membership Type BCEMP Club Access: Black Card Reciprocal Access

Have you been a member of a gym before? _____

Membership Fees: \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

START-UP FIRST MONTH PRORATE PRE-PAID (TERM) TOTAL

- Your Monthly Membership Fee will be billed to the account below on or around the 17th of each month beginning on _____ until you cancel in accordance with this agreement.
- Promotional Pricing (optional):** For the first _____ months of your membership, your Monthly Membership Fee will be \$ _____ per month plus applicable taxes.
- Required Notice:** After the promotional period ends (if any), your Monthly Membership Fee will be \$ _____ per month plus applicable taxes.
- This membership has a _____ month minimum term (minimum term not to exceed 12 months).
- If you have a minimum monthly term, your account below will be billed for a minimum of _____ months and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with the terms of this agreement.
- Your Monthly Membership Fee is guaranteed so long as you remain a member in good standing including payment of all monthly dues and your Annual Membership Fee.
- If you purchase a PF+, Classic+, or PF Black Card membership at a participating location, your membership includes access to Planet Fitness's premium digital content, including a PF+ Subscription on the Planet Fitness mobile app during your membership. Your access to, and use of, Planet Fitness's premium digital content, including the PF+ Subscription, is subject to the Terms of Use available at: <https://www.planetfitness.com/mobile/terms-use>.
- An Annual Membership Fee will be billed to your account below on or around the 1st beginning on _____ for \$ _____ plus applicable taxes and will continue to be billed on or around the anniversary of that date each year thereafter until you cancel in accordance with the terms of this agreement. The Annual Membership Fee is an account maintenance fee and, as such, will be billed notwithstanding a membership freeze or temporary closure or disruption of service. The PF+ membership does not include an Annual Membership Fee.
- To cancel your monthly membership and stop the billing of the Monthly Membership Fee, the club must receive written notification from you delivered to the club by the 10th of the month either in person or preferably via certified or registered mail to the club address listed above. Please note it may take up to seven (7) business days for any membership or billing changes to take effect. In order to cancel your membership prior to the billing of the Annual Membership Fee, the club requires written notice from you delivered as described above no later than the 25th of the month before such billing. The Annual Membership Fee is fully earned when received and is non-refundable.
- We may, in our discretion, defer billing of the Annual Membership Fee and/or Monthly Membership Fee after providing notice to you. Deferral of your Annual Membership Fee in one year does not change the Annual Membership Fee billing date set forth in this agreement for subsequent years or entitle you to pay a lower Annual Membership Fee, unless we notify you otherwise. Cancellation of your membership will not eliminate any accrued balance you may owe.
- If your monthly membership has a minimum term, and you wish to cancel your membership before the end of the term for reasons other than those listed in Section 9 of this agreement, you must pay a \$50 buyout fee. This buyout fee does not apply to PF+ memberships.
- If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, any membership-related obligations, retail transactions, and/or online purchases to any form of payment you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified or registered mail to the address listed above.
- If your credit or debit card expires, you authorize us to obtain a new expiration date from the card issuer, if we choose to do so, and/or to continue billing the card in accordance with the terms of this agreement (whether or not we have obtained a new expiration date).
- In accordance with applicable law, if our first attempt to collect any fee under this Agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, plus a service fee of up to \$25 or the maximum amount allowed by law for each instance we submit a payment request and it is returned uncollectable for any reason including, insufficient funds, expired or cancelled payment cards, overdraws and closed accounts. We are not liable for any fees charged by your financial institution if a payment request is returned as uncollectable.
- Cancellation & Billing Policies:** I have read and understand the cancellation rights and billing policies on the front and back of this agreement.

PAYMENT AUTHORIZATION	PRIMARY PAYMENT ACCOUNT	ALTERNATIVE PAYMENT ACCOUNT
	NAME ON ACCOUNT: _____	NAME ON ACCOUNT: _____
	BANK ACCOUNT #: _____	CREDIT CARD #: _____
	ROUTING #: _____	EXPIRATION DATE: _____
	If different than name and home address above:	If different than name and home address above:
	BILLING NAME: _____	BILLING NAME: _____
	BILLING ADDRESS: _____	BILLING ADDRESS: _____
	CITY: _____ STATE: _____ ZIP CODE: _____	CITY: _____ STATE: _____ ZIP CODE: _____

By initiating below and signing this agreement, I authorize ECH-PP NY Operators West, LLC, dba Planet Fitness® ("Planet Fitness" "us" or "we") (a franchisee of Planet Fitness Franchising LLC) its assigns, affiliates and other parties authorized by Planet Fitness including, but not limited to, Planet Fitness Franchising LLC, its parents, subsidiaries and affiliates and payment processing companies (collectively, "PF Corporation") to store the Primary Payment Account and any Alternative Payment Account information provided by me on or in connection to this agreement and/or my Planet Fitness membership, as well as any other account or card information provided by me through any means to Planet Fitness or PF Corporation (including information provided in person, online or over the phone) for purposes of making any payment in relation to this agreement and/or my Planet Fitness membership (hereinafter, "Payment Information"). I authorize Planet Fitness and/or PF Corporation to initiate transfers from the Primary Payment Account designated above for the purpose of billing all or a portion of the recurring Monthly Membership Fee (also to Planet Fitness or PF Corporation) on or around the 17th of each month and the Annual Membership Fee (if applicable) on or around the date indicated above until all of my obligations are paid under this agreement. I understand that my obligations under this agreement includes the Monthly Membership Fee, Annual Membership Fee (if applicable), service fees for uncollectable monthly dues, applicable taxes, charges and any other unpaid fees or dues that are or will become due. I also understand that the Alternative Payment Account designated above may be used by Planet Fitness and PF Corporation to bill for any purchases and incidental charges that I may make, including retail transactions and/or online purchases initiated by me. If at any time Planet Fitness or PF Corporation is unable to successfully bill the Primary Payment Account for any fee or other obligation mentioned above, I further agree that Planet Fitness or PF Corporation may re-bill the fee to the Primary Payment Account and/or bill the Alternative Payment Account for any fee or obligation (including service charges), or any portion thereof. I agree that transfers of partial payments of an overdue balance are authorized by me under this agreement. I agree that Planet Fitness and PF Corporation may also use the stored Payment Information to process payments owed in relation to all subsequent agreements entered into between me and Planet Fitness. If my membership will automatically renew at the end of a term set forth in this agreement, this stored Payment Information will be used to process payments owed in relation to the renewal term. This authorization to store and/or use Payment Information will not expire unless it is expressly revoked by me. I understand that the amounts stated from my account may vary each month based on additional amounts owed to Planet Fitness in accordance with the terms of the agreement. I authorize Planet Fitness to use the stored Payment Information to bill for the purchase of goods and services from Planet Fitness and agree to comply with any financial institution's requirements at all times while this authorization is in effect. The general cancellation and refund policies set out in this agreement will apply to this authorization. If any changes are made to the terms of this authorization by Planet Fitness or PF Corporation, I understand that an e-mail notifying me of such changes will be sent to the e-mail address provided by me on the first page of this agreement or, if an e-mail is not provided, that notice from Planet Fitness or PF Corporation will be sent to the mailing address provided on the first page of this agreement.

_____ (Member Signature)

Cosigner Authorization & Waiver

- ☐ Parent/Guardian: Planet Fitness does not accept members under the age of 13. In exchange for Planet Fitness allowing my minor child who is 13 years or older to purchase a membership, I agree to the Assumption of Risk and Privacy clauses in this agreement. I also promise to pay any financial obligation that my minor child does not pay for any reason and acknowledge that the payment information provided above is my account. I understand and agree that if my minor child is under the age of 15, he or she must be accompanied by a parent or guardian at all times while at any Planet Fitness facility.
- ☐ Financial Cosigner: I promise to pay any financial obligation that the member does not pay for any reason and acknowledge that the payment account information provided above correctly identify my accounts. I agree to the Privacy clauses in this agreement.

Name: _____ Address: _____ Phone: _____ Authorized Signature: _____

CLUB RULES BUYER'S NOTICE & RIGHT TO CANCEL

I understand and expressly agree that my use of this or any other Planet Fitness facility and/or digital content involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities and/or digital content and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and use of the facilities, exercise equipment and services offered by Planet Fitness and such use by my guests, if applicable, I understand and voluntarily accept full responsibility on my behalf and on my guest's behalf for the risk of injury, illness, or loss arising out of or related to my use or my guest's use of the facilities including, exercise equipment, tanning, massage beds/chairs, and participation in PE@PF® or other exercise programs or use of other services, equipment, digital content, and/or programs offered to members. I further understand and acknowledge that neither Planet Fitness nor PF Corporation manufactures fitness or other equipment or products available in its facilities and therefore Planet Fitness and PF Corporation will not be held liable for defective equipment or products.

I understand I am not obligated to sign this agreement and should not do so if there are any unfiled blanks. I understand my right of cancellation and the billing and refund policies. I understand my assumption of risk and I have been given the opportunity to review and ask questions related to my use of the facilities, exercise equipment, tanning, massage beds/chairs and other equipment, as well as my participation in exercise programs or other services and/or programs offered to members. I agree to comply with Planet Fitness' membership policies and club rules that may be communicated to me from time to time, whether in writing, electronically, through club signage or verbally. Planet Fitness may, in its sole discretion, modify any policy or club rule at any time and from time to time without advance notice. Planet Fitness reserves the right, in its sole discretion, to refund the pre-paid cost of unused services and terminate my membership immediately for violation of any membership policy or club rule or for any other reason not prohibited by applicable law. By signing below, I acknowledge and agree to all of the terms contained on the front and back of this agreement.

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS: YOU MAY MAKE PAYMENTS ON AN INSTALLMENT BASIS OR IN A SINGLE PAYMENT. PAYING THE FULL AMOUNT MAY BE LESS EXPENSIVE, BUT MAY INVOLVE FINANCIAL RISKS TO YOU. READ THIS NOTICE CAREFULLY BEFORE MAKING A DECISION. NEW YORK STATE LAW REQUIRES CERTAIN HEALTH CLUBS TO POST A BOND OR OTHER FINANCIAL SECURITY TO PROTECT MEMBERS IN THE EVENT THE CLUB CLOSES. THIS CLUB IS EXEMPT FROM THIS REQUIREMENT SINCE IT GIVES MEMBERS THE OPTION OF PAYING ON AN INSTALLMENT BASIS. THEREFORE IT NEED NOT POST A BOND OR OTHER FORM OF FINANCIAL SECURITY. IN DECIDING WHETHER TO MAKE YOUR PAYMENTS ON AN INSTALLMENT BASIS, YOU SHOULD BE AWARE THAT IF THE CLUB CLOSES, ALTHOUGH THE CLUB WILL REMAIN LEGALLY LIABLE FOR A REFUND, YOU MAY RISK LOSING YOUR MONEY IF THE CLUB IS UNABLE TO MEET ITS FINANCIAL OBLIGATIONS TO MEMBERS.

Member's Signature _____ Date 11/10/2021 Planet Fitness Authorized Signature _____ Date 11/10/2021

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT AND IT IS COMPLETELY FILLED OUT.

CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE. Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer. All moneys paid pursuant to such contract shall be refunded within fifteen (15) business days of receipt of such notice of cancellation.

THIS AGREEMENT WILL CONTINUE TO RENEW EVERY MONTH IN THE AMOUNT OF \$ _____ UNTIL YOU CANCEL IT.

TO CANCEL YOUR MONTHLY MEMBERSHIP YOU MUST DELIVER WRITTEN NOTIFICATION TO THE CLUB EITHER IN PERSON, BY CERTIFIED OR REGISTERED MAIL, OR BY EMAIL TO pffmemberconcerns@planetfitness.com. YOU MUST DELIVER YOUR CANCELLATION NOTICE BY THE 10TH OF THE MONTH AND IT MAY TAKE UP TO SEVEN (7) BUSINESS DAYS FOR MEMBERSHIP CHANGES TO TAKE EFFECT. IF YOU SIGNED UP ONLINE, YOU MAY CANCEL THIS AGREEMENT BY ACCESSING YOUR ONLINE ACCOUNT THROUGH WWW.PLANETFITNESS.COM.

1. Parties

Planet Fitness (as previously defined) and you agree that by signing this agreement, you are purchasing a membership or services and agree to all the terms contained in this agreement. The terms "you" and "Planet Fitness" include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities. It is your responsibility to notify Planet Fitness of any change in your mailing address, billing information or contact information.

2. Representations

A) **Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Planet Fitness' facilities or services. You acknowledge that Planet Fitness did not give you medical advice before you joined, and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities or services, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities or services.

B) **Liability for Property:** Neither Planet Fitness nor PF Corporate (as previously defined) is liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Planet Fitness's premises including a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Planet Fitness' facilities including equipment, you are liable to Planet Fitness for its cost of repair or replacement.

C) **Entire Agreement & Enforcement:** You acknowledge that neither Planet Fitness, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement or applicable rider. This document and any applicable rider contains the entire agreement between you and Planet Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Planet Fitness does not enforce any right in this agreement for any reason, Planet Fitness does not waive its right to enforce it later. This agreement and all physical or electronic copies hereof will be deemed to be valid and authentic and you intend and agree that such copies will be given the same legal effect as the original signed agreement.

3. Membership

A) **General:** Your membership permits you to use certain of Planet Fitness' premises, facilities, equipment, digital content, and services. You are required to pay the dues and fees required by this agreement even if you do not use the facilities, equipment, digital content, or services made available to you. Your access and right to use Planet Fitness' premises, facilities, equipment, digital content, and services may be limited, removed, or cancelled as provided for by this agreement or in accordance with applicable law. Your membership is subject to all current company policies, rules, terms, conditions and limitations including, PF Black Card® benefit rules, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in Planet Fitness, PF Corporate, its management, ownership, property or operation. Planet Fitness may assign or transfer your membership in its sole discretion. You have no right to assign or transfer your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club, unless otherwise provided by Planet Fitness in a signed writing.

B) **Identification:** You must provide a photo to be kept on file for identification purposes, which we may require you to update from time to time, unless prohibited by state or local law.

C) **Group Fitness Instruction (PF@PF®):** Planet Fitness may offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a "first come, first served" basis. These classes are strictly informational and instructional in nature and not intended as personal training.

D) **PF Black Card Reciprocal Access:** If you purchase a PF Black Card Membership, there are additional rules and limitations governing reciprocal access, including the requirement to sign in at any visiting (non-home club) location. Reciprocal access is limited to 10 visits per month to a visiting location. Additional fees may apply if you exceed 10 visits to the same visiting club in a month. Each time you visit a club outside of the country in which your home club is located, an additional fee may apply.

E) **PF Black Card Guest Privileges and Other Benefits:** PF Black Card members may bring one guest per day for free to any location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign in and sign a release of liability and assumption of risk document. Adult guests must present photo identification when signing in. The PF Black Card member must accompany the guest and remain on the premises during the entire visit. PF Black Card guests are not entitled to use tanning or any other PF Black Card benefit or amenity. PF Black Card members must be 18 years old to use the tanning facilities. Tanning may be further restricted by your state and/or local laws, ordinances, and regulations, which include, among other things, no tanning more than once in a 24-hour period for example. You agree to abide by all such tanning restrictions.

F) **Digital Content:** If you purchase a PF+, Classic +, or PF Black Card membership at a participating location, you will be granted access to Planet Fitness's premium digital content, including a PF+ Subscription on the Planet Fitness mobile app during your membership. Your access to, and use of, Planet Fitness's premium digital content, including the PF+ Subscription, is subject to the Terms of Use available at: <https://www.planetfitness.com/mobile/terms-use>. Where the Terms of Use conflict with this membership agreement, the terms of this membership agreement will apply.

G) **PF+ Memberships:** If you purchase a PF+ membership, you are limited to 1 visit per month at your home club.

H) **Transfer of Location:** If you are a monthly member, you can transfer your membership from your home club to another club provided you are current on your monthly dues and have been a member for at least 90 days. Prepaid memberships are not transferable. A transfer fee may apply.

I) **Membership Freeze:** Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of 3 months. Planet Fitness may also, upon notice to you, freeze your membership. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on file with Planet Fitness unless you cancel your membership or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your account is frozen.

J) **Non-Discrimination:** Planet Fitness does not tolerate discrimination or harassment of any person on its premises on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, gender, gender identity, age, disability, or any other basis protected by law. All members will have access to restroom and locker room facilities that correspond to their sincerely held self-reported gender identity to the extent permitted by applicable law. For more information about our non-discrimination policies, please visit www.planetfitness.com or inquire at the front desk.

K) **Changes to Membership Agreement:** Planet Fitness may, from time to time, make changes to this agreement, other than to your guaranteed Monthly Membership Fee. Such revisions will be effective, unless otherwise stated, 30 days after notice. Your continued membership shall constitute acceptance of these changes.

L) **Privacy:** Planet Fitness and PF Corporate collect, use and disclose certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. To learn more about what data PF Corporate collects, how that data is used, and what privacy options you may have, please see the PF Corporate privacy policy, which is available at <https://www.planetfitness.com/privacy-policy>. Please review the Privacy Policy before signing this agreement as it contains important information relating to your personal information.

4. Rules & Regulations

You agree to follow Planet Fitness' membership policies and club rules, some of which may be found at www.planetfitness.com. Planet Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises and any verbal communication from Planet Fitness shall be considered a part of the club rules. Should you have any questions about our policies and rules, you may inquire at the front desk. Planet Fitness reserves the right, in its sole discretion, to refund the pro-rated cost of unused services and terminate your membership at any time, effective immediately, for violation of any membership policy or club rule or for any other reason not prohibited by applicable law.

5. Dress Code

Planet Fitness strives to provide a safe and comfortable environment for all members. As such, Planet Fitness management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed. Protective eyewear for tanning equipment is required at all times. The minimum age for access to the tanning equipment is 18 years of age. Personal protective equipment may also be required.

6. Account Information Notifications

Planet Fitness and PF Corporate may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information, for offers that may be of interest to you, or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive, at any address or phone number provided to us, membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act. You acknowledge that calls and text messages may be sent via auto-dialer and that standard message and data rates may apply. You are not required to authorize calls or text messages to become a Planet Fitness® member, and you may opt out at any time by request if called or by replying "STOP" in response to a message.

7. Facilities & Services

A) Planet Fitness reserves the right at any time to remove, discontinue, repair or replace the equipment and services available to members without any effect on this agreement. Planet Fitness also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in Planet Fitness' sole discretion. Planet Fitness also reserves the right to change the type or quantity of digital content made available to you. You acknowledge and agree that the equipment, programs and services currently available at the facility are subject to change from time to time and are offered on a "first come, first served basis."

B) Planet Fitness regularly closes its facilities (or portions of its facilities) for maintenance or as required by law, on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. In the event of a temporary closure of the club that lasts more than fourteen (14) days, Planet Fitness may freeze your membership. Monthly Membership Fees will not be billed during the freeze, unless you are a PF+, Classic +, or PF Black Card member (in which case a portion of your Monthly Membership Fees may continue to be billed, as described below). You will receive a credit towards your next Monthly Membership Fee for the period of time during which your membership was frozen due to the closure during the previous billing cycle if the period exceeds fourteen (14) consecutive days. For example, if your membership is frozen due to a closure for half of the month, you would receive a credit equal to half of the prior month's Monthly Membership Fee, less any amount billed in exchange for continued membership benefits and perks (as described below). If your home club is permanently closed, moved or sold, or in the event of a temporary closure, Planet Fitness reserves the right to assign and transfer your membership to another club within 8 miles of your home club, in accordance with your

rights under applicable law as set forth in Section 9 below. C) In the event that your home club is closed for more than 14 days and you are a PF+, PF Black Card or PF Classic + member at a club offering premium digital content, Planet Fitness may temporarily reduce your Monthly Membership Fees to \$_____ per month in exchange for your continued access to membership benefits and perks, including your access to premium digital content, partnership discounts and other membership benefits. If this occurs, you will have the option to decline this offering and freeze your membership by notifying Planet Fitness, which will cause you to, during the freeze, lose access to Planet Fitness's premium digital content. When your home club reopens following such a closure, billing of your full Monthly Membership Fees will resume. D) In the event Planet Fitness discontinues its premium digital content offers, Planet Fitness may, upon notice to you, convert your membership to a membership type that does not include digital access, unless prohibited by state or local law.

8. Dues, Fees, Charges & Taxes

A) **Payment Authorization.** You have full control over the payment authorization and can stop it at any time by notifying Planet Fitness as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner. You must notify Planet Fitness within 60 days of a claimed error on your statement.

B) **Charges & Taxes:** Planet Fitness has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.

9. Cancellation Rights (Buyer's Rights)

You may also cancel this contract for any of the following reasons: If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months. If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. If you move your residence more than twenty-five (25) miles from any health club operated by seller. If the services cease to be offered as stated in the contract.

If, at the time you signed this contract, the health club was planned or under construction and the health club or services are not available within one year from the date you executed the contract. All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen (15) days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

10. Limitation of Liability

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental, consequential or punitive damages, even if one party told the other party that they might suffer these damages.

11. Corporate Memberships

If you are participating in a corporate membership program, you grant Planet Fitness the right to verify your eligibility for the program (including the right to verify your employment status, if applicable). If the program or your eligibility for the program terminates, Planet Fitness may immediately terminate your membership and/or require you to pay the applicable Monthly and Annual Membership Fees in order to continue your membership.

12. Binding Individual Arbitration and Class Action Waiver

In the unlikely event that Planet Fitness and/or PF Corporate is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), subject to your right to opt-out below, **you, Planet Fitness and/or PF Corporate each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction.** Arbitration utilizes a neutral arbitrator instead of a judge or jury and the procedures are generally simpler and more limited than those applicable to a lawsuit in court. Arbitration is subject to limited review by courts, but an arbitrator can award the same damages and remedies that a court can award. For the purposes of this arbitration provision, a "dispute" between us shall be broadly construed to mean any dispute, claim, or controversy between you and Planet Fitness or PF Corporate, including any dispute, claim, or controversy arising from or relating to your membership, this agreement, your access to or use of a Planet Fitness club, or your access to and use of any Planet Fitness digital content, whether based in contract, tort, warranty, regulation, statute, or any other legal or equitable basis.

A) **Class Action Waiver.** To the fullest extent permitted by law, you, Planet Fitness and PF Corporate acknowledge and agree that you and we each are waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This means that neither you, Planet Fitness or PF Corporate may join claims in arbitration with

or against other members, or Multiple in court or arbitrate any claims as a representative or member of a class and that the arbitrator may not consolidate any claims into a class proceeding. However, if this class action waiver is held unenforceable as to all or some parts of a dispute, to the extent that any claims must proceed on a class, consolidated, or representative basis, such claims must be litigated in the state or federal courts of the state in which your home club is located and not in arbitration, with any remaining parts proceeding in individual arbitration. B) **Arbitration Exceptions.** Nothing in this arbitration provision shall prevent you, Planet Fitness or PF Corporate from: (i) bringing an individual action in small claims court if the dispute is within the jurisdiction of that court, or (ii) pursuing an available enforcement action through any local, state, or federal governmental agency. For any disputes not subject to mandatory arbitration under this section, you agree to submit the dispute to the exclusive jurisdiction of the state or federal courts of the state in which your home club is located for resolution, and you further irrevocably waive any right you may have to trial by jury in any such, action or proceeding.

C) **Arbitration Rules.** The Federal Arbitration Act, 9 U.S.C. § 1 et seq. shall govern the interpretation and enforcement of this arbitration provision. For simplicity and fairness, arbitration will be conducted on an individual basis before a single arbitrator in accordance with the then current American Arbitration Association's Consumer Arbitration Rules ("AAA Consumer Rules"), available at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator, and not any local, state, or federal court, shall have the exclusive authority to determine all issues regarding the interpretation, applicability, and enforcement of this agreement and all issues regarding the arbitrability of the dispute, including but not limited to any claim that all or part of this arbitration provision is void or voidable. The arbitrator is authorized to issue any and all remedies authorized by law. The decision of the arbitrator shall be final and the arbitration award enforceable by any court with jurisdiction over the parties. In the event of a conflict between the terms of this arbitration provision and the AAA Consumer Rules, the terms of this arbitration provision shall control unless the arbitrator determines that the application of any inconsistent arbitration provision terms would result in a fundamentally unfair arbitration. You, Planet Fitness and PF Corporate agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, compelled by a court of competent jurisdiction following service of a subpoena and prior notice to you, Planet Fitness or PF Corporate, or as mandated by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies. This arbitration provision shall survive termination of this agreement or your membership with Planet Fitness for any reason.

D) **Arbitration Procedures.** You and Planet Fitness and/or PF Corporate agree to attempt initially to solve all disputes subject to arbitration by conducting good-faith, informal negotiations. Before commencing arbitration, the party seeking arbitration must provide the other party with written notice of the dispute that includes: (i) the name, mailing address, and email and/or phone number of the party giving notice; (ii) a detailed description of the dispute; and (iii) the relief sought. Your written notice must be sent via certified mail or by any nationally recognized delivery service (e.g. UPS, Federal Express, etc.), or by hand delivery to either: (A) 100 Thruway Plaza Dr., Cheektowaga, NY 14225 (if notice is being sent to Planet Fitness) or (B) Planet Fitness, Attn: Legal Department, 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (if notice is being sent to PF Corporate). Planet Fitness's or PF Corporate's written notice will be sent to you via the contact information we have in our records for you. You, Planet Fitness and PF Corporate agree to use good-faith efforts to attempt to resolve the dispute within thirty (30) days from the date the notice of the dispute is sent. If you and Planet Fitness or PF Corporate do not reach agreement on resolving the dispute within those thirty (30) days, the party seeking arbitration may commence arbitration in accordance with the AAA Consumer Rules. Any in-person arbitration hearings will take place in the county (or other municipality) where your home club is located, unless the parties agree to a different location.

E) **Arbitration Fees.** Planet Fitness or PF Corporate will pay, or if applicable, reimburse you for all AAA filing, administration, and arbitrator fees and expenses for any arbitration commenced by you or us. Notwithstanding the foregoing, nothing herein shall limit the arbitrator's discretion to allocate compensation, expenses, and fees in accordance with Rule R-44(c) of the AAA Consumer Rules.

F) **Opt-Out.** You may reject this arbitration provision by sending written opt-out notice to us. The opt-out notice must be sent no later than thirty (30) days after you sign this agreement. You must send written notice via email to cheektowaga.ny@ecp-pf.com or by mail to 100 Thruway Plaza Dr., Cheektowaga, NY 14225. The opt-out notice must include: (i) your name, (ii) your mailing and email address, and (iii) your request to be excluded from this mandatory arbitration provision. Your rejection of this arbitration provision shall have no effect on the remaining provisions of this agreement.

G) **Public Injunction.** Nothing in this arbitration provision shall be construed as a waiver of your right to pursue a public injunction under California law to the extent you have standing to bring such a claim.

IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS:

New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. This club is exempt from this requirement. YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.



Club #: 0117 Member #: 0117-19302

We collect certain information about our members and potential members. To learn more about what data we collect, how we use that data, and what privacy options you may have, please see our Privacy Policy. For California residents age 13 to 16: Planet Fitness will not sell your personal information to third parties as prohibited by law. If you would like to opt in to the sale of your personal information, please have your parent or guardian send a request to privacy@planetfitness.com. I have received this data collection notice and have been provided an opportunity to review the Privacy Policy.

Signature:  Date: 11/10/2021